

DATA USAGE AGREEMENT
BY AND BETWEEN LOS ANGELES HOMELESS SERVICES AUTHORITY AND
CITY OF LOS ANGELES

This Data Usage Agreement (“Agreement”) is entered into by and between Los Angeles Homeless Services Authority (hereinafter referred to as “LAHSA”) and the City of Los Angeles (“City”), acting through the Office of the Mayor. LAHSA and City are collectively referred to herein as “the Parties.”

A. Purpose

LAHSA agrees to share aggregate data with the City in order to support the City’s efforts to create policies and practices in CENTCOM and Unified Homelessness Response Center meetings to better understand and end homelessness. The data will be used to identify successful patterns of engagement and better understand the impact of services, outreach, street strategies and other interventions. The data will not be used for enforcement purposes.

B. Term of Agreement

This Agreement will commence on the date of the execution of the last signatory and will expire on 12/31/2023. Any use of this data beyond the expiration date above, shall require both Parties to execute a written amendment to this Agreement.

C. Use and Sharing of Aggregate Data

Initially, LAHSA will provide City with aggregate client data by geography for persons who experience homelessness for the period between January 1, 2018 and the date of execution within thirty (30) business days of execution of this Agreement. During the term of the Agreement, LAHSA will transmit data for new clients to the City for a two week period within 10 business days (or first business day after) of the end of that two week period. Requested aggregate numbers of data elements are included in Attachment A of this Agreement, respectively, and incorporated herein by this reference. Any data sets where an aggregate data point is determined by LAHSA to be identifying, LAHSA will remove the data point from that data set or aggregate the data point in a larger area that no longer identifies a client before transmitting. Any modification to these data elements must be made by a written amendment signed and dated by both Parties.

The City is not requesting Protected Personal Information (PPI) level data and agrees not to share the data with any unauthorized employees or other third parties. The City must request clarification of any perceived ambiguity in this Agreement, regarding the use or sharing of the data, and LAHSA shall provide clarification in writing.

C. Transfer of Data

- Data provided will be encrypted using Pretty Good Privacy (PGP) software.
- Data transfer will take place through a Secure File Transfer Protocol (SFTP).
- LAHSA shall provide the data in a Comma Separated Values (CSV) format.

- City does not obtain any right, title, or interest in any of the data provided by LAHSA other than that allowed by this Agreement.
- City agrees not to link or merge LAHSA-provided records in an attempt to contact individuals.

D. Confidentiality and Data Security

The City shall comply with all applicable state and federal laws governing the gathering, use and protection of personal data and information, including the 2004 HMIS Data and Technical Standards Final Notice issued by HUD and the Privacy Act of 1974. Access to data shall be limited to authorized employees and subcontractors solely for the purposes stated in this Agreement. All authorized City employees shall implement and comply with adequate procedures to maintain the confidentiality of the data and information.

E. Indemnification

The City hereby agrees to indemnify and hold LAHSA harmless for any release of de-identified data arising from or in any way related to the data matching and data storage, including a breach of its data storage as set forth in this Agreement. In the case of unauthorized release of data, the City is responsible for complying with federal law and regulations and state law including but not limited to California Civil Code § 1798.1-1798.75 and any applicable regulations regarding the notification of individuals whose identified data has been released or taken by any unauthorized person. The City will contact LAHSA of any breach of its data storage or unauthorized release within 24 hours of discovery. Upon receipt of notification, data sharing transfer from LAHSA will cease until parties agree on corrective action to be taken by the City and such is completed and verified.

F. Data Destruction

Aggregate data will be stored for the purpose stated in this agreement for six (6) months after receipt of the data. Data destruction must be completed using best industry practices and the destruction of all data files and the data destruction method must be certified by the City's Custodian and Representative in writing, using the "Certificate Confirming Data Destruction" (Attachment B, incorporated herein by this reference). The City Representative shall provide a completed copy of this Certificate Confirming Data Destruction to HACLA's Representative within 48 hours after destruction of the aggregate data.

G. Contact Persons

To facilitate successful administration of this Agreement, each party will designate a representative who will act as the contact person for each party. Either party may change its representative by notifying the other party in writing of such change within five (5) business days. Any such change will become effective upon the receipt of such notice by the other party to this Agreement. For purposes of the initiation of this Agreement, the representatives are the following:

LAHSA Representative	City Representative
Monica Gudino (213) 225-6567	Sari Ladin-Sienne (213) 257-0224

mgudino@lahsa.org

sari.ladin-sienne@lacity.org

E. Publicity

City agrees to use the aggregate data for the purposes stated within this Agreement. City may use such data in publications and presentations. Prior to publishing and publicly presenting data for any study or data analysis, City agrees to notify the LAHSA Representative ten (10) business days prior to the final publication for approval.

F. Termination

Either party reserves the right to terminate this Agreement, in whole or in part, with or without cause, at any time after providing thirty (30) days written notice to the other party. Unless notified in writing, this Agreement shall expire without further notice on December 31, 2023.

G. Modification

This Agreement may only be modified by a written amendment signed by both parties.

This Agreement will commence on the date of the last signature.

The signatories below hereby attest that they are authorized to commit to this Agreement on behalf of their respective organization and further agree to abide by all of the terms specified in this Agreement.

Name: Sari Ladin-Sienne
Title: Chief Data Officer, Office of the Mayor
Organization: City of Los Angeles

Date


Name: Peter Lynn
Title: Executive Director
Organization: Los Angeles Homeless Services Authority

Date

ATTACHMENT A

REQUESTED DATA ELEMENTS

Aggregated numbers for these data elements will be provided:

- Area Designation (400-block level)
- Date Range for Contact (within the two week period of the data set)
- Aggregate number of contacts (per HUD's definition of recorded contacts in outreach programs which include both contacts and engagements)
- Sheltered/Unsheltered (Aggregate)
- Chronically Homeless Status (Aggregate)
- Service Type (Aggregate)
- Household Type (Aggregate)
- Exit Destination Type (Aggregate)
- Aggregate unduplicated count of IDs

ATTACHMENT B

CERTIFICATE CONFIRMING DATA DESTRUCTION

We, authorized representatives of the Data Recipient, hereby certify that the below-identified data files have been destroyed in their entirety by Data Recipient and/or agents and subcontractors, if any, in compliance with the Agreement.

We hereby certify that the following data files and derivatives files were the only files created for this Agreement:

Please list the name, description, and data destruction method for each file.

<u>Name of File(s)</u>	<u>Description of File</u>
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Description of Data Destruction Method
(Please attach additional documentation, if necessary.)

Data was destroyed using best industry practices and in such a way that no recovery or reconstruction is possible. No data files, or parts of files, were retained when the files were destroyed.

Data Recipient Representative shall provide a completed copy of this Certificate Confirming Data Destruction to LAHSA's Representative within 48 hours of the expiration or termination of this Agreement.

(Signature of Data Custodian)

(Date)

(Signature of Data Recipient Representative)

(Date)